

**THE SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH  
AND  
THE SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND  
SPECIAL NEEDS  
TREATMENT AND PROGRAM COLLABORATION AGREEMENT**

The purpose of this agreement is to declare the commitment of both The South Carolina Department of Disabilities and Special Needs (DDSN) and The South Carolina Department of Mental Health (DMH) to pursue cooperative efforts to adequately serve all eligible persons as outlined in the Code of Laws of South Carolina and in accordance with each agency's mission.

Individuals with mental retardation or a related disability, autism, head or spinal cord injuries, or similar disabilities can experience mental illness and/or emotional illness, disturbance, or disorder requiring the services of both agencies. All people should have access to needed services regardless of disability.

Each agency has an equal and shared responsibility:

- 1) To identify and reduce barriers within the systems;
- 2) To develop integrated services;
- 3) To encourage agency collaboration to identify and spread best practices,
- 4) To train staff, consumers, and families in understanding the admission criteria, procedures, and program resources, and how to obtain services within each agency.

I. By this Memorandum DMH and DDSN agree:

- 1.1 To ensure that access to services is equitable within each system.
- 1.2 To ensure that the needs of consumers are determined based on comprehensive and thorough diagnostic assessment of mental health needs and developmental or special needs.
- 1.3 To respect the Mission of the Department of Disabilities and Special Needs as defined in the South Carolina Code of Laws and as articulated by the agency's State Director.

- 1.4 To respect the Mission of the Department of Mental Health as defined in the South Carolina Code of Laws and as articulated by that agency's State Director.
- 1.5 To evaluate for eligibility/appropriateness for service in a timely manner consumers who are referred by the other agency and to share all pertinent information about the consumer with the other agency to facilitate the evaluation.
- 1.6 To respect the eligibility, programmatic admission criteria and other requirements of DDSN services.
- 1.7 To respect the programmatic admission criteria and other requirements of DMH services.
- 1.8 To defer to the "attending authority", DDSN, in DDSN funded services.
- 1.9 To defer to the "attending authority", DMH, in DMH funded services.
- 1.10 To work together to build Community-based systems of care for South Carolinians with co-existing disorders.
- 1.11 To ensure the free exchange of patient information to assist in care as permitted under the HIPAA.
- 1.12 To promote and offer interagency cross training of Management and Clinical staff.
- 1.13 To identify and promote evidence based best practices to advance working together for the best care for our mutual consumers.
- 1.14 To develop a case resolution process that involves exhausting local efforts and following the parallel hierarchy of each agency.
- 1.15 To review annually local and state level progress reports in writing that incorporates minimally the above items of agreement for compliance, revision and/or renewal for submission to the respective State Director designees.

## II. COMMUNITY REFFERALS

- 2.1 The county disabilities and special needs boards (DSN)/provider agency will refer consumers believed to have a mental illness or emotional disturbance to the community mental health center within the county for evaluation for appropriate outpatient treatment services and/or inpatient services.
- 2.2 The county mental health centers (MHC) will refer individuals believed to have mental retardation, autism, head or spinal cord injuries, or a related disability to the county DSN boards for intake and evaluation for eligibility for DDSN services. Interviews with the consumer, family members and care providers, and agency informants who are knowledgeable about the consumer's life are included as a part of the evaluation.
- 2.3 Each agency agrees to obtain consent to share all pertinent information about the consumer with the other agency to include all historical records (e.g. developmental, medical, social) about the consumer's functioning and treatment and present data and observations.
- 2.4 DDSN and DMH agree to work collaboratively together to develop service plans for consumers determined to have a co-existing developmental disability and a mental illness or emotional disturbance following evaluation based on the consumer's needs, choices, and available agency resources. The use of such terms "primary diagnosis" should not have relevance in determining the service needs for consumers with co-existing disorders.
- 2.5 If consumers referred by DMH to DDSN or referred by DDSN to DMH are determined to not meet criteria for the agency's service, each agency agrees to specify in writing to the other as to why the individual did not meet criteria for services and make any recommendations.

## III. FACILITY/INPATIENT REFERRALS

- 3.1 The Department of Disabilities and Special Needs (DDSN) Regional Centers may refer individuals believed to have a mental illness or emotional disturbance who have entered the DDSN system to the local community mental health center within the county for evaluation for appropriate inpatient hospitalization services.

- 3.2 Criteria for admission to an inpatient facility includes evidence that the individual is mentally ill, and because of this mental condition is likely to cause serious harm to self or others if not immediately hospitalized. The individual may then be admitted by a DMH facility for a period of assessment and treatment of their mental illness or emotional disturbance.
- 3.3 The DMH psychiatric facilities may refer individuals believed to have mental retardation, autism, head or spinal cord injuries, or a related disability to the County DSN boards for intake and evaluation of eligibility for DDSN services. Interviews with the consumer, family members and care providers, and agency informants who are knowledgeable about the consumer's life are included as a part of the evaluation.
- 3.4 Criteria for eligibility for DDSN services includes evidence that the individual meets the criteria for a diagnosis of mental retardation, autism, head or spinal cord injury, or related disability (see attached criteria). The consumer, upon being determined eligible for DDSN services and ready for discharge may be served by DDSN back in his/her home with community in-home services and supports, or in a community training home operated by a county DSN board, or in a DDSN regional facility based on determination of service needs and resources.
- 3.5 Each agency agrees to obtain consent and to share all pertinent information about the consumer with the other agency to include all historical records (e.g. developmental, medical, social) about the consumer's functioning and treatment and present data and observations.
- 3.6 DDSN and DMH agree to work collaboratively together to develop a discharge/service plan for consumers who have a co-existing disorder following hospitalization/stabilization based on the consumer's needs, choices, and available agency resources.

#### Transition/Discharge Planning

- 3.7 Collaborative transition/discharge planning shall begin immediately between DMH and DDSN after a consumer enters the DMH psychiatric facility. The DMH treatment team along with the county DSN board service coordinator and or his/her supervisor shall meet to collaborate on appropriate time frames and plans for discharge and needed services and supports for the consumer.

- 3.8 DMH will provide acute, medically necessary inpatient psychiatric hospital care at no cost to DDSN for consumers up to but not more than 30 days. If stable, DDSN will resume responsibility for consumers within 30 days of admission of a DDSN consumer for psychiatric hospitalization at a DMH facility and will physically remove and transport the consumer from the hospital unless otherwise agreed upon at the state level.
- 3.9 If DMH and DDSN agree that a consumer hospitalized for stabilization cannot return to his/her initial placement secured by either agency, and other placements explored within each agency are exhausted/determined inappropriate, the designated DDSN and DMH Liaisons at the State level will be contacted to provide assistance toward resolution.
- 3.10 For individuals younger than age 21, both agencies will follow the rules governing the Interagency System of Care for Emotionally Disturbed Children (ISCEDC) legislation and managed treatment services.

#### IV. Funding

- 4.1 DDSN and DMH will agree on a case-by-case basis the costs that each agency will contribute for any specialized residential initiatives required for consumers with co-existing disorders.
- 4.2 DMH will provide secure inpatient services, in cooperation with DDSN as full participating funding partners. DDSN will share funding responsibilities for DDSN consumers placed in DMH Forensic (i.e. Just Care) or other similar secure hospitalization programs of DMH.

#### V. Local Agreements

- 5.1 DMH community mental health centers and county DSN boards/provider agencies will develop and maintain local agreements to establish specific procedures addressing the coordination of services to children and adults, which reflect guidelines outlined in this MOA between the two agencies.

#### VI. State Agreements

- 6.1 DDSN and DMH State Directors and/or Deputy State Directors or their designees agree to meet quarterly, as needed, to address the immediate and long-term interagency service needs of

consumers for which the agencies share responsibility, as well as the continued development and improvement of this Agreement.

This Agreement will be effective upon signing and will remain in effect unless terminated by either party.

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George P. Gintoli  
State Director  
S. C. Department of Mental Health

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Stanley J. Butkus, Ph.D.  
State Director  
S.C. Department of Disabilities  
and Special Needs

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Date Signed

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Date Signed